



**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION**

Amendment # 1

NOVEMBER 24, 2003

**REQUEST FOR PROPOSALS
FOR**

TCAP Writing Assessment

RFP Number: 331.11-007

The Department is issuing responses to written questions that were submitted in accordance with the requirement. The questions are numbered and are followed by **responses in bold:**

1. Reference page 26, the RFP states that the Contractor will assist the State in developing and implementing prompt piloting. Will the Contractor be asked to develop any writing prompts and/or be involved with educator review meetings?

Response to 1: The Contractor will provide suggestions of new prompts for pilot testing. The State will develop, format, and approve prompts for pilot testing using input from teachers, the Advisory Committee, expert consultants, and the Contractor.

2. Reference page 24, the RFP states that maintaining equivalent prompts across years is a fundamental priority of the program. Does the State plan on equating prompts following the field test or following the operational test?

Response to 2: The State will equate prompts following the field test (pilot test).

3. Reference page 34, Is it acceptable to provide alternatives where specifically requested elsewhere in the RFP?

Response to 3: The Contractor may provide scoring alternatives that adhere to the State's most critical scoring requirements. The State considers the following to be the most critical scoring requirements. The State must approve scoring sites. (A.11, 1.b, p. 34) All training of scorers must be conducted at the same scoring facility using anchor papers, training, and qualification sets. (A.11, 1.c, p. 34) The State writing consultants and expert reader consultants will train room directors and team leaders and will be present during reader training and the beginning of scoring. (5, p. 37) The Contractor and the State will monitor all daily scoring statistics. The State will direct use of validity and recalibration papers among readers and will require rescoring as needed. The Contractor must demonstrate the attainment of the minimum reliability and validity standards acceptable to the State. (A.11, 3.d,e,g, p. 36) The Contractor must ensure day-to-day security to prohibit unauthorized personnel access to testing materials through deliberate or unintentional actions. (8, p. 39)

4. Reference page 5, RFP Schedule of Events, the State has indicated they will issue responses to written comments on 11-26-03. Given that this is the day before the Thanksgiving holidays and the proposal is due December 3rd, would the State either agree to provide responses earlier, say November 24 or extend the due date for submittal to Friday, December 5, to allow bidders to provide a fully responsive proposal?

Response to 4: Yes, the State agrees to provide responses to written comments by November 24.

5. Reference A.11 - 2f, p. 35 and 3c, p. 36 – How many expert reader consultants should be considered for travel and per diem costs?

Response to 5: The State uses two expert reader consultants.

6. How do vendors obtain pre-ID information and enrollment numbers?

Response to 6: The State provides order information by grade level, school names/numbers, and system names/numbers in an excel file to the Contractor (p. 29).

7. Reference A.Z, a) Does the State plan to release each prompt each year after reports are released?

Response to 7a: Yes.

- b) Will the previous year's prompt be used for the online prompt sampler?

Response to 7b: Yes.

8. Reference A.10, Please explain the State's security methodology and process for printing and distribution to the systems?

Response to 8: The State requires the Contractor to implement measures which will account for all student answer documents. These measures include secure check-in procedures, daily notification to the State of any missing documents and quick resolution of any discrepancies. The State also requires security of student, school and system score reports. (see A.15, p. 43)

9. Reference Page 39, In actual scoring, the Contractor must provide at least ninety-five percent (95%) inter-rater reliability both with scoring personnel and with the State on a daily basis. Please clarify that the 95% figure includes exact and adjacent agreement, in other words, no more than 5% non-adjacent scores.

Response to 9: Yes, the 95% inter-rater reliability requirement includes exact and adjacent agreement. This includes no more than 5% non-adjacent scores.

10. Please clarify how many prompts are used/scored operationally for each grade. Are there smaller volumes of alternate or makeup prompts that will need to be scored at each grade? If so, is any separate or prompt-specific training required?

Response to 10: Makeup prompts will not be used. The original prompt will be given on the makeup day.

11. Reference page 35, Anchor paper scoring meetings:

- a) How many days do these meetings last?

Response to 11a: Two days.

- b) For how many prompts at each grade level are anchors selected?

Response to 11b: Each grade level (5, 8, 11) has one prompt.

- c) Are only the anchor papers for each grade selected in these meetings, or are training, qualifying, validity, and recalibration papers also discussed/selected? If not, how are these other types of required training papers selected?

Response to 11c: The Scoring Committee reads and discusses papers to be included in the anchor papers for each grade. At the same meeting the training, qualifying, validity, and recalibration sets are identified.

12. p. 26, section A.4, Please clarify the extent of the assistance the Contractor will provide in the development of new prompts from 2005 – 2008.

Response to 12: The Contractor will provide suggestions of new prompts for piloting. The State will use develop, format, and approve prompts for piloting using input from teachers, the Advisory Committee, expert consultants, and the Contractor.

13. Please confirm that there will be a pilot test every year from 2004- 2007.

Response to 13: The State anticipates the need for at least two pilot tests during the life of the contract. The Advisory meetings should be paid for by the Contractor. The amended RFP reflects the changes in payment methodology (C.3, p. 45-47), cost proposal (Attachment 9.2, p. 78-80) and cost evaluation (Attachment 9.4, p. 86-89).

14. p. 28, 11 pilot scoring, Does the State require that all pilot responses be read twice or is a certain percentage read twice?

Response to 14: Yes, all pilot responses are read twice.

15. (p. 28, 12) a) How many Advisory Committee meetings will occur over the life of the contract?

Response to 15a: The Advisory Committee meetings are related to the Pilot Test. One meeting is associated with each pilot test. The State anticipates the need for at least two Advisory Committee meetings during the life of the contract. The Advisory meetings should be paid for by the Contractor. The amended RFP reflects the changes in payment methodology (C.3, p. 45-47), cost proposal (Attachment 9.2, p. 78-80) and cost evaluation (Attachment 9.4, p. 86-89).

- b) How many days will the Advisory meetings last?

Response to 15b: One day.

16. p. 28, 12, There is not a line for the Advisory meetings on the cost pages. Please advise.

Response to 16: The Advisory meetings should be paid for by the Contractor. The amended RFP reflects the changes in payment methodology (C.3, p. 45-47), cost proposal (Attachment 9.2, p. 78-80) and cost evaluation (Attachment 9.4, p. 86-89).

17. p. 33, A.9, Please confirm that the Contractor will be responsible for delivering all materials to the State, not to individual districts or schools.

Response to 17: The Contractor will be responsible for delivering all materials to the State before testing. After scoring the printed reports are sent directly to the systems and private schools by the Contractor.

18. p. 35, 2, a) How many days will the Anchor Setting meetings last?

Response to 18a: Two days.

- b) How many of the educators will require overnight accommodations?

Response to 18b: It varies each year, but approximately 65 attendees may require overnight accommodations for two nights.

19. p. 36, section 3.b and c, a) Will the Contractor also be responsible for travel costs for State employees who will attend reader training and the beginning of scoring?

Response to 19a: No, the State will be responsible for all travel costs for State employees.

- b) How many days will the State staff and the expert reader consultants be on site for training and scoring?

Response to 19b: If training occurs at the same time for all grades, the State staff and the expert reader consultants expect to be on site for up to five days.

20. a) Please confirm that answer documents are to be treated and tracked as secure documents. Is this true only for used answer documents?

Response to 20a: Answer documents with demographic information and/or completed essays are to be treated as secure documents.

- b) Or do we need to track unused as well?

Response to 20b: Yes, procedures should be in place to assure all answer documents are tracked.

- c) If we do not have to track unused, do we need to track answer documents filled in to represent absent students?

Response to 20c: Absent students are tracked on a separate absentee form.

21. Are the writing prompts for the pilot test to be spiraled, or will each class/school get only 1 unique prompt?

Response to 21: The writing prompts are spiraled.

22. We request that paragraph 5.2.5.1.1 (a) be modified to allow for the audited financial

statements and US SEC filings of our parent company, which are in British pounds and in accordance with US GAAP. Our annual report provides financial highlights such as corporate operating measures, operating reviews, and financial reviews that are provided in both US and British currency.

Response to 22: The Proposer may not be allowed to file audited financial statements in British pounds. See section 5.1.4 and 5.2.5.1a of RFP

23. E.4. Breach, Proposer presumes that Proposer would not be considered in breach to the extent that Proposer's failure to perform or completely perform in any term or provision of this contract or Proposer's commission of any act prohibited or restricted by the contract or Proposer's violation of any warranty was due to (a) Proposer acting in accordance with directions from the State; (b) the State's delay in providing information to the Proposer necessary for the Proposer to carry out its obligations under this contract. Is this correct?

Response to 23a: No, the State may not give instructions that will cause the Contractor to be in Breach of Contract. ProForma Section E4 states, "Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract;
- violation of any warranty.

Response to 23b: The Proposer will not be in breach if the Proposer has been delayed by the State not providing necessary information for the Proposer to carry out its obligations under the contract, if the Proposer notifies the State in advance that the lack of information will delay an obligation.

24. E.7. State Ownership of Work Products, the Proposer presumes the state is not claiming ownership of the Proposer's pre-existing Intellectual Property or derivative works of that Intellectual Property – is this correct?

Response to 24: The State will not claim ownership of pre-existing Intellectual Property, except for any prompts accepted for use in Tennessee, in which case the State will expect to be granted exclusive rights to use the prompts in Tennessee and in Tennessee products.

25. E.23. Hold Harmless, the Proposer presumes the hold harmless provisions apply to third party claims only – is this correct?

Response to 25: E.23 does not deal with Hold Harmless matters. E.21 does deal with Hold Harmless matters. No, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. See E.21

